Mariannette Miller-Meeks, B.S.N., M.Ed., M.D. Director

Terry E. Branstad Governor Kim Reynolds Lt. Governor

## DATA SHARING AGREEMENT BETWEEN IOWA DEPARTMENT OF PUBLIC HEALTH AND

This Data Sharing Agreement (Agreement) is made and entered into this [insert date] between the Iowa Department of Public Health (IDPH) and [insert name of Recipient] (RECIPIENT).

**I. Purpose.** [insert (1) the specific records and/or data which will be released pursuant to the agreement, (2) the purpose for the data sharing, (3) the intended use of the data, and (4) the public health purpose served by the data sharing]

**Legal Authority.** Iowa code section 641 – Chapters 175.9(2)(b), 175.10(2)(b).

## II. Duties of the Parties

- **A. Duties of IDPH.** [insert any duties of IDPH relative to the agreement]
- **B. Duties of the RECIPIENT.** The RECIPEINT agrees to the following:
  - 1. <u>Use</u>. All records and data received pursuant to this Agreement shall be used only to [insert intended use]. The RECIPIENT shall not use the records or data or information from the records or data to establish contact with any named person or any family members of any named person.
  - 2. <u>Deliverable</u>. The RECIPEINT shall provide [insert any deliverables here].
  - **3.** <u>Storage</u>. All records and data received pursuant to this Agreement shall be stored in a secure locked area with access restricted to project personnel for purposes only as set forth in section I of this Agreement.
  - **4.** <u>Confidentiality</u>. The RECIPIENT shall maintain the confidentiality of all confidential records and data released pursuant to this Agreement. The RECIPIENT shall not disclose any confidential information contained in these records or data, including but not limited to names and other identifying information of persons who are the subject of such records, either during the period of this Agreement or hereafter. All identifiable and personal indicators shall be kept strictly confidential and shall not be used or released for any purpose.

The RECIPIENT shall provide to IDPH a written description of its policies and procedures to safeguard confidential information. The RECIPIENT shall designate one individual who shall remain the responsible authority in charge of all records and data received or used by the RECIPIENT in connection with this Agreement. The RECIPIENT shall immediately report to IDPH any unauthorized disclosure of confidential information. Such disclosure shall be grounds for immediate termination of this Agreement.

- 5. <u>Destruction</u>. All records and data received from IDPH pursuant to this Agreement and any files created by linking these data files shall be destroyed at the termination of the project or in any case within two years of execution of this Agreement, unless need for further retention is explained in the project description and approved in writing by IDPH through addendum to this Agreement. Destruction shall be by mean which render the records and data, and any files created by linking these data files, unidentifiable and useless. The RECIPIENT shall provide notification to IDPH of the destruction of the records.
- **6.** <u>Future Requests</u>. All future data requests relative to the described project shall make reference to the above agreement number.
- 7. <u>Modifications</u>. If during the process of implementing this project there is a modification to the project or if the project is terminated, notice shall be sent to IDPH explaining the modification or stating date of termination. The RECIPIENT shall not modify the use of IDPH records or data from that contained in section I of this Agreement without prior written approval from IDPH.
- **8.** <u>Ownership</u>. Records and data provided by IDPH to the RECIPIENT, and any files created by linking these data files, pursuant to this Agreement shall remain the property of IDPH at all times.

## 9. Publication.

- a. `If the RECIPIENT is associated with an Iowa regent institution, the RECIPIENT agrees to comply with the conditions regarding publications and presentations contained in Section 8(b)"i" of the General Conditions for Contracts with State Universities effective August 25, 2004.
  b. If the RECIPIENT is not associated with an Iowa regent institution, the RECIPIENT agrees to provide a copy of any proposed publication to IDPH at least thirty (30) days in advance of the proposed dissemination date. The publication shall not be published in any format with the prior written consent of IDPH.
- **10.** *Fees.* No fees will be exchanged under this Agreement.
- **III. Term.** The term of this Agreement shall be two years from the date of the execution of the Agreement, unless terminated early in accordance with section V.
- **IV. Indemnification.** The RECIPIENT agrees to indemnify and hold harmless the State of Iowa and IDPH, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including

reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorney's fees of other counsel required to defend the State of Iowa or IDPH related to or arising from:

- Any breach of this Agreement;
- Any negligent, intentional or wrongful act or omission of the RECIPIENT or any agent or subcontractor utilized or employed by the RECIPIENT;
- The RECIPIENT's performance or attempted performance of this Agreement, including any agent or subcontractor utilized by the RECIPIENT;
- Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- Any failure by the RECIPIENT to adhere to the confidentiality provisions of this Agreement.

## V. Agreement Administration

- **A. Independent Contractor.** The status of the RECIPIENT shall be that of an independent contractor. The RECIPIENT, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the RECIPIENT nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes.
- **B.** Compliance with the Law. The RECIPIENT, its employees, agents and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when collecting and suing the records and data which are the subject of this Agreement, including without limitation all laws applicable to the release of the records and data which are the subject of this Agreement. The RECIPIENT, it employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement.
- **C. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.
- **D.** Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Contract is intended only to benefit the State, IDPH, and the RECIPIENT.
- E. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. The provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDPH, the State of Iowa, or any Iowa regent institution.
- **F.** Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of

construing this clause, a transfer of a controlling interest in the RECIPIENT shall be considered an assignment.

- **G. Integration.** This Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- **H. Heading or Captions.** The paragraph heading or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- I. Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the RECIPIENT and IDPH governing the use and transfer of the records and data which are the subject of this Agreement.
- **J. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted had delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows: If to the Agency: Iowa Department of Public Health

Attn: [insert name]

Lucas State Office Building

321 East 12<sup>th</sup> Street

Des Moines, Iowa 50319-0075

If to the RECIPIENT: [insert name and address]

Each such notice shall be deemed to have been provided:

- 1. At the time it is actually received; or,
- 2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 3. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- **K.** Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- **L. Authorization.** Each party to this Agreement represents and warrants to the other parties that:
  - It has the right, power and authority to enter into and perform its obligations under this Agreement.
  - It has taken all requisite actions (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement and this Agreement

constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- **M. Termination.** Either party may terminate this agreement upon thirty (30) days written notice to the other party. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this Agreement.
- **N.** Researchers associated with Iowa regent institutions. Sections IV and V(a) of this Agreement shall be of no force and effect if the Researcher is associated with an Iowa regent institution.

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**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

For Recipient (Signature)	Date	
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Iowa Department of Public Health (Signature)	Date	
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